

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NORTH CAROLINA
ASHEVILLE DIVISION
C.A. No.: 1:18-CV-00367-MR-WCM

FILED
ASHEVILLE, N.C.

MAY 20 2020

U.S. DISTRICT COURT
W. DIST. OF N.C.

KAREN K. JONES,

Plaintiff,

v.

TRUSTEES OF ISOTHERMAL
COMMUNITY COLLEGE, WALTER
DALTON, KIMBERLY GOLD, and
STEPHEN MATHENY,

Defendants.

**PLAINTIFF'S TERMINATION OF
ATTORNEYS, MICHAEL P. THOMAS
and MOLLY SIMPSON GROSS**

**APPOINTMENT OF PLAINTIFF,
Karen Kitchens Jones, as *pro se*
Representative**

I, Karen Kitchens Jones (Client), Plaintiff in this matter, hereby discharges per Rule 1.16(a)(3) my attorneys, Michael P. Thomas and Molly Simpson Gross (Attorneys), and the law firm of Patrick, Harper, & Dixon, LLP from representing me in the above captioned lawsuit.

Per Rule 1.16(e) All original, Client-furnished documents and any originals of legal instruments or official documents which are in the lawyer's possession are the property of Client and, therefore, those items shall be returned within three business days which will be on or before Friday, May 22, 2020. Client is not responsible for Attorney costs for duplication of materials. On or before May 22, 2020, Client must also be provided copies of the following documents from the Attorney's file: lawyer/client and lawyer/third-party communications; the lawyer's copies of client-furnished documents (unless the originals have been returned to Client pursuant to this paragraph); transcripts, pleadings and discovery responses; working and final drafts of legal instruments, official documents, investigative reports, legal memoranda, deposition transcripts and recordings, and other attorney work product documents prepared or collected for Client in the course of the representation; research materials; and bills previously submitted to Client, etc. Attorneys have no basis for refusal of Client's request for such materials. Attorneys may not meet his or her obligation under this paragraph by the mere provision of copies of documents on an item-by-item basis during the course of the representation. Attorneys are responsible for providing Client with the entire contents of the file.

Per North Carolina State Bar 2013 Formal Ethics Opinion 15, any records relative to Client's matter that would be helpful to subsequent legal counsel must also be provided on or before May 22, 2020.

Attorneys shall take steps to the extent reasonably practicable to protect Client's interests, such as allowing time for employment of other counsel, refunding any advance payment of fees that have not been earned, handling records per Rule 1.16(e), etc. Attorneys must also take all reasonable steps to mitigate the consequences to Client related to termination of Attorneys.

32 CFR § 776.35

An "entry" of settlement requires the execution of a release by Client and the filing of a voluntary dismissal with prejudice. Since any attempt to assert a lien prior to a final judgement ("entry" of settlement) is void, any claims by Attorneys for a charging lien is void. *Howell v. Howell*, 89 N.C. App. 115, 365 S.E.2d 181 (1988), etc. Per *Mack v. Moore*, 107 N.C. App. 87, 418 S.E.2d 685 (1992) (quoting *Covington v. Rhodes*, 38 N.C. App. 61, 247 S.E.2d 305 (1978)). "Thus, no charging lien is available "until there is a final judgement or decree to which the lien can attach," and any attempt to assert the lien prior to a final judgement is void."

Until such time that alternative counsel can be appointed, Plaintiff will serve as *pro se* representative.

My contact information is as follows:

Address: 201 Fairforest Drive
Rutherfordton, NC 28139
Telephone: 828-429-0179
Email: kikjones@me.com

IN WITNESS WHEREOF, this Motion to Terminate Attorney has been executed by the Plaintiff on the date below written.

Plaintiff: KAREN K. JONES

Karen K. Jones _____ Date: 5/19/2020 KAREN K. JONES
201 Fairforest Drive
Rutherfordton, NC 28139

CERTIFICATE OF SERVICE

- To certify that a manual filing (not available in electronic form), has been served;
- To certify that a sealed document has been served;
- **Instructions for Paper Filers:** For persons filing in paper form, service must be accomplished outside CM/ECF, and a certificate of services is required for all documents.

Case No. C.A. No.: 1:18-CV-00367-MR-WCM

Case Caption Karen K. Jones v Trustees of Isothermal Community College, et al.

I certify that on May 20, 2020, the Plaintiff's Termination of Attorneys, Appointment of Plaintiff, Karen Kitchens Jones, as pro se Representative

was served by [] personal delivery; [X] mail; [] third-party commercial carrier; or [] email (with written consent) on the following persons at the addresses or email addresses shown:

VIA CERTIFIED MAIL

Mike Thomas, Attorney
Patrick, Harper, & Dixon
34 2nd Street NW, Ste. 400
Hickory, NC 28601

VIA Certified Mail

Matthew J. Gilley
Ford Harrison
100 Dunbar St., Suite 300
Spartanburg, SC 29306

Karen K. Jones
Signature

5/19/2020
Date

CERTIFICATE OF SERVICE

- To certify that a manual filing (not available in electronic form), has been served;
- To certify that a sealed document has been served;
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Case Caption Karen K. Jones v Trustees of Isothermal Community College, et al.

I certify that on May 20, 2020, the Plaintiff's Termination of Attorneys, Appointment of Plaintiff, Karen Kitchens Jones, as pro se Representative & Termination Letter

was served by [] personal delivery; [X] mail; [] third-party commercial carrier; or [] email (with written consent) on the following persons at the addresses or email addresses shown:

VIA CERTIFIED MAIL

Mike Thomas, Attorney
Molly Gross, Attorney
Patrick, Harper, & Dixon
34 2nd Street NW, Ste. 400
Hickory, NC 28601

Karen K. Jones 5/19/2020

Signature

Date